Remarks/Arguments

Claims 1-33 are pending in the present application. Claims 1, 11, 21, and 25 are currently amended. Claims 28-33 are new. The Commissioner or Director is hereby authorized to charge Deposit Account 04-0525 for the six additional claims in excess of 20 claims under 37 C.F.R. 1.16(i) in the amount of $ 312.

35 U.S.C. § 112

Claims 1-27 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctively claim the subject matter which applicant regards as the invention. In particular, the Office Action alleges that there is nothing in the claim language which relates the selection of incentive programs to limiting the incentive programs to certain providers with superior quality or customer satisfaction. (Office Action at page 2.) This rejection is respectfully traversed for the following reasons.

Applicants have amended claims 1, 11 and 21 to delete the reference to "to limit the incentive programs to certain providers with superior quality or customer satisfaction." New claims 28, 29 and 30 call for "limiting the incentive programs to certain providers" to clarify the claims and to distinctively claim the subject matter in conformance with section 112. Applicants respectfully request a withdrawal of the section 112 rejection of claims 1, 11 and 21.

Claim Objections

Claim 21 was objected to because of the language "the system comprising the steps of." Accordingly, Applicants have deleted the language "the steps of" to address the claim objection to claim 21.

35 U.S.C. § 103

Claims 1-5, 7-9, 11-15, 17-19, 21-23 and 25-27 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Pub. No. 2001/0047307 A1 ("Bennett") in view of U.S. Pub. No. 2003/0163401 A1 ("Dines") and in further view of the publication of D. Aaker, V. Kumar, and G. Day, Marketing Research (Seventh Edition) ("Aaker"). This rejection is respectfully traversed for the following reasons.

Bennett

Bennett discloses an on-line purchasing system that supports buyer affordability screening. (Abstract.) Bennett selects buyers to whom incentives are distributed (e.g., via e-mail). (Bennett at paragraphs 146 and 151.) Bennett also selects loan offerings for a given good or service selected by a buyer. (Bennett at paragraphs 38 and 152.) The "affordability-based web server may identify an additional and superior loan offering or good pricing that may convince the buyer to complete the transaction." (Bennett at paragraph 146.) Bennett discloses that the "lender may identify buyers having pending underlying transactions involving, or who have show interest in, the goods, services or financing of the lender or seller." (Bennett at paragraph 148.) Bennett references the "personal credit history" of the buyer (Bennett at paragraph 105) and "loan history" of loans within the lender's portfolio. (Bennett at paragraph 96.)

Dines

Dines discloses a method for forming a loan agreement where the lender contractually shares in the proceeds from a future sale of commodity. (Dines, Abstract and claim 1.) In Dines the lender shares in the grower's risk based on the price level of the commodity, for example. (Dines at paragraph 63.) The lender may provide a lower interest rate to the grower in exchange for the ability to share benefits when the market price of a commodity grown by the grower is high. (Dines, paragraphs 62 and 63.)

Even if Bennett and Dines could be combined, the alleged combination of Bennett and Dines would not meet claim 1 or claim 11. The alleged combination of Bennett and Dines does not disclose selecting of incentive programs as recited in the claims as noted in the Office Action. (Office Action at page 6.) In particular, the alleged combination of Bennett and Dines lacks: "selecting the available incentive programs from the library of incentive programs through the discretion of a particular retailer servicing a particular producer **based on retailer preferences comprising a geographic region that the retailer services, historic sales, and a supplier relationship with one or more suppliers of the incentive programs**," as set forth in claim 1 and claim 11 (emphasis added).

<u>Aaker</u>

The Office Action cites Aaker in an attempt to make up for the above noted deficiencies in the alleged combination of Bennett and Dines. Aaker discloses that "the system combines a database full of information about customers' buying habits with analytical software that, among other things, gives buyers answers to key marketing questions: which products and colors sold best, which vendors were most profitable, which time of the year was best for selling particular items, like sneakers." (Aaker at page 691.) Aaker references "a database should attempt to create .. relevant **organization data for industrial buyers** .. perhaps information about the area of the organization's economic or social location..." (Aaker at page 693). Aaker discloses that "a database should attempt to create .. recency/frequency/monetary transaction history by date, dollar amounts (cumulative) of purchase, and product (lines) purchased." (Aaker at page 693.)

<u>The alleged combination lacks several claimed features in claim 1, 11 and 21 with respect to the selecting of available incentive programs as noted below.</u>

Even if it were possible to combine Bennett, Dines and Aaker, the alleged combination of Bennett, Dines and Aaker would not meet claim 1, 11 and 21. In claims 1 and 11, the alleged combination would lack at least the features of **"selecting the available incentive programs from the library of incentive programs through the discretion of a particular retailer servicing a particular producer based on retailer preferences comprising a geographic region that the retailer services, historic sales, and a supplier relationship with one or more suppliers of the incentive programs." (Emphasis Added.)**

The claim in the patent document under analysis may not be used in hindsight to show the obviousness of combining individual elements selected from different references. See, e.g., *Pentec, Inc. v. Graphic Controls Corp.*, 776 F.2d 309 (Fed. Cir. 1985). In Aaker, alone or in combination, the mere disclosure of a list of general marketing terms without any teaching or suggestion to combine them or organize them in the manner claimed is not same as selecting incentive programs based on retailer preferences comprising (1) a geographic region that the retailer services, (2) historic sales, and (3) a supplier relationship with one or more suppliers of the

incentive programs, as recited in claims 1 and 11. Accordingly, Aaker fails to make up for the previously noted deficiencies of Bennett and Dines.

With respect to above item (1) "the geographic area that the retailer services," Aaker merely references "a database should attempt to create .. relevant **organization data for industrial buyers** .. perhaps information about the area of the organization's economic or social location..." (Aaker at page 693). However, the claimed "geographic region that the retailer services" is distinct from a an **industrial buyer's** "economic or social location" in Aaker. The retailer services a geographic area as a seller and the industrial buyer is a purchaser, which are different roles with different geographic locations or areas.

With respect to above item (2) "historic sales," Aaker discloses that "a database should attempt to create .. recency/frequency/monetary transaction history by date, dollar amounts (cumulative) of purchase, and product (lines) purchased." (Aaker at page 693.) Aaker does not address how the transaction history is used in conjunction with items (1) and (3) as claimed to select "the available incentive programs from the library of incentive programs through the discretion of a particular retailer servicing a producer based on retailer preferences comprising a geographic region that the retailer services, historic sales, and a supplier relationship with one or more suppliers of the incentive programs," as set forth in claims 1 and 11.

With respect to above item (3) "which vendors were most profitable" is not the same as "a supplier relationship with one or more suppliers of the incentive programs" as recited in claims 1, 11 and 21. For example, a supplier relationship may consider things like the quality or customer satisfaction of a supplier, as opposed to the profitability of the supplier. "The retailer may limit the incentive programs to certain providers with superior quality or customer satisfactions or for any other reason that promotes product sales under the incentive programs or otherwise" as noted in paragraph 72 of the specification.

Accordingly, even if it were possible to combine the three references, the alleged combination of Bennett, Dines and Aaker does not meet claims 1, 11 or 21. With respect to claims 1 and 11, the alleged combinations lacks at least the following feature: (a) "selecting the available incentive programs from the library of incentive programs through the discretion of a particular retailer servicing a particular producer based on retailer preferences comprising **a geographic region that the retailer**

services, historic sales, and a supplier relationship with one or more suppliers of the incentive programs." (Emphasis Added.)

Claim 21 is different from claim 1 because it is a system claim, among other things. Consistent with the above discussion of claim 1, the language of claim 21 is somewhat similar to claim 1 in that it recites the following language: "the available incentive programs selected from a comprehensive list of incentive programs through the discretion of a particular retailer servicing the producer based on retailer preferences comprising a geographic region that the retailer services, historic sales, or a supplier relationship with one or more suppliers of the incentive programs."

Accordingly, the same arguments that applied to claim 1 and claim 11 above, apply to claim 21 as if fully set forth herein. In claim 21, the alleged combination of Bennett, Dines, and Aaker lacks the selection of incentives based on retailer preferences such as the "geographic region that the retailer services, historic sales, or a supplier relationship with one or more suppliers of the incentive programs." The above noted differences between the claim language (of claims 1, 11 or 21) and the alleged combination favors a finding of nonobviousness under the analysis of *Graham v. John Deere Co.*, 383 U.S. 1 (1966).

For the foregoing reasons, the alleged combination of Bennett and Dines does not meet claim 1 or claim 11. Claims 2-10, 27, 28 and 31 depend on claim 1 and are patentable for at least similar reasons to claim 1. Claims 12-20, 29, and 32 depend on claim 11 and are patentable for at least similar reasons to claim 11. Claims 22-26, 30 and 33 depend upon claim 21 and are patentable for at least similar reasons to claim 21. Applicants respectfully request withdrawal of the section 103 rejection of the above claims.

<u>The alleged combination lacks several claimed features in claim 1, 11 and 21 with respect to the transferring of data from a program manager to financial screening process as noted below.</u>

Even if it were possible to combine Bennett, Dines and Aaker, the alleged combination of Bennett, Dines and Aaker would not meet claim 1, 11 or 21. With respect to claim 1, the alleged combination lacks at least the features of "transferring the crop planning data and incentive program data on the preferential program from

a program manager to a financial screening process to reduce or eliminate duplicative reentry of the background data applicable to the incentive programs and the financial screening process associated with financing of the products via electronic communications, where an application data capture module populates an application for the financial product based on the gathered background data." Similarly, claim 11 recites "transferring the gathered background data and selected incentive program data from a program manager to a financial screening process to reduce or eliminate duplicative reentry of the background data applicable to the incentive programs and the financial screening process associated with financing the products via electronic communications, where an application data capture module populates an application for the financial product based on the gathered background data." Similarly, claim 21 calls for "transferring the gathered background information and selected preferential incentive program from a program manager to a financial screening process to reduce or eliminate duplicative reentry of the background data applicable to the incentive programs and the financial screening process associated with financing the products, where an application data capture module populates an application for the financial product based on the gathered background data."

Neither Bennett, nor Dines, nor Aaker, alone, or in combination, disclose transferring the crop planning data and incentive program data on the preferential program to a financial screening process "to reduce or eliminate duplicative reentry of the background data applicable to the incentive programs and the financial screening process associated with financing of the products" as recited in claims 1, 11 and 21. Instead, Bennett merely references using obtained credit report information to determine the likelihood of a buyer being approved for financing, for example. (Paragraph 16.) In Bennett, personal information is merely used to obtain credit report information, for example. (Bennett at paragraph 16 and Bennett at claims 1, 10 and 21.) In the Office Action, the Examiner noted that "Bennett does not disclose receiving crop planning or background data of a particular producer and wherein the crop planning data is sent along with the incentive program to a financial screening process." (Office Action at p. 5.) Although Examiner states that Bennett discloses information data associated with a transaction may be sent with the incentive program data for financial screen (Office Action at p. 5, citing Paragraph 127) , in the cited paragraph Bennett discloses that "loan applications are delivered

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to all applicable integrated lenders that operate independently. Those integrated lenders that do not operate independently, but that operate within the system performing the method 1100, automatically receive loan applications corresponding to the buyer." (Paragraph 127.) However, distribution of loan applications to different lenders is different than populating an application (e.g., a loan application) by transferring data from the program manager to the financial screening process, as set forth in claims 1, 11 and 21. The Office Action's interpretation of Paragraph 127 represents a strained interpretation, a stretched reading, or a simple misunderstanding of the plain meaning of Paragraph 127.

In contrast to the claims, other portions of Bennett explain the entry of loan application data rather tersely as follows: "The origination interface (I/F) 610 itself may contain, among other things, an remote loan application entry function 612 and a local loan application entry function 614." (Paragraph 90 and FIG. 6.) "The loan origination sever software 380 performs all of the processing and paperwork that is required to perform loan approval, and may also include buyer signature capture functionality." (Paragraph 58.) "The loan origination software 424 provides to buyer for completion via the buyer's browser/user interface 460, all the necessary financing forms, etc., and even provides for buyer signature capture." (Paragraph 74.) Therefore, in contrast the claim language, the alleged combination would merely provide for "buyer signature capture" and commonplace entry of loan application data via a buyer web browser as taught by Bennett. (Paragraph 74.)

Bennett also refers to lender information for evaluating loans as follows: "Profile parameters of multiple lenders stored in memory .. determine the product(s) that the buyer qualifies to purchase and the loan(s) applicable to each." (Paragraph 108.) With respect to the affordability software 870, Bennett references that "manually entered parameters N 885, are those of nonintegrated lenders, which parameters are manually entered. Parameters as such should be confirmed with the relevant lender before loan origination to determine whether they are still valid." (Paragraph 114)

Moreover, nothing in Bennett, alone or in combination with the other references, teaches or suggests "where an application data capture module populates an application for the financial product based on the gathered background data" as now recited in claims 1, 11 and 21. The above amendment is supported by

the application on page 11 at paragraph 44, on page 20 at paragraph 86, and on page 23 at paragraph 97.

Dines neither discloses incentive programs for agricultural input products, nor sharing background data for both the incentive program and financial screening. Aaker does not make up for the above noted deficiencies of Bennett and Dines with respect to transferring of data from a program manager to a financial screening process.

The alleged combination of Bennett, Dines and Aaker relies upon three references, where the Office Action, selectively combines features of multiple references with the improper use of hindsight in interpreting the true objective scope of the references. For example, the Office Action's strained interpretation of Bennett goes far beyond what Bennett actually discloses as explained above. Because Bennett, alone or in combination, does not show the claimed feature in Paragraph 127 or elsewhere, the rejection based on section 103 is deficient. Further, claims 1, 11 and 21 have been amended to further emphasize the non-obvious features associated with the transferring of data between the program manager and the financial screening process "where an application data capture module populates an application for the financial product based on the gathered background data." Instead, the alleged combination would merely provide for "buyer signature capture" and commonplace entry of loan application data via a buyer web browser as taught by Bennett. (Paragraph 74.) The above differences between the claims and the prior art favor a finding of obviousness under the analysis of *Graham v. John Deere Co.*, 383 U.S. 1 (1966). For the above reasons, Applicants respectfully request withdrawal of the section 103 rejections of claims 1, 11, and 21.

Claims 2-10, 27, 28, and 31 depend on claim 1 and are patentable for at least similar reasons to claim 1. Claims 12-20, 29, and 32 depend on claim 11 and are patentable for at least similar reasons to claim 11. Applicants respectfully request withdrawal of the section 103 rejection of the above claims. Claims 22-26, 30 and 33 depend on claim 21 and are patentable for at least similar reasons to claim 21.

In claim 25, "the program manager comprises a crop planning interface" is supported by at least FIG. 1C and paragraphs 39 and 40 of the application, for example. The amended language of claim 25 was not submitted to overcome any prior art, but to place the claim in better form or to improve its clarity.

New claims 28, 29 and 30 call for "limiting the incentive programs to certain providers." New claims are supported at least by paragraph 72 of the application, for example. With respect to claims 28, 29 and 30, the alleged combination of Bennett, Dines and Aaker further lacks **"the particular retailer limiting the incentive programs to certain providers among the suppliers,"** as recited in the claims. (Emphasis added.)

New claims 31, 32 and 33 call for transferring certain information from the program manager to a financial screening process locally within the data processing system, consistent with FIG. 1A, FIG. 1B, FIG. 1C, FIG. 1D, FIG. 3A, and FIG. 3B and the accompanying text in the application. For example, FIG. 1A shows an arrow connecting the program manager 502 (or its transferring agent 512) with the financial screening system 504 to facilitate local data transfer within the integrated financial processing system 500 after successful authentication of the user identifier and corresponding password. (See, e.g., Paragraphs 24-26 of the Application.) No new matter has been added.

Bennett, alone or in combination, with Dines and Aaker, discloses separate web servers for "a single seller's sale site," " a single lender's system," " a third party multi-seller sales system," or a multi lender system," which inherently requires communications over the Internet between the separate web servers. For example, Bennett discloses integrated seller sales software 470, a multi-lender loan pre-approval software 410, and lender's software 420 in FIG. 4. Further, data transfer between the integrated seller sales software 470, a multi-lender loan pre-approval software 410, and lender's software 420 appears to occur over the Internet 488 in FIG. 4, as to opposed to transferring, within the data processing system, as claimed in new claims 31, 32 and 33.

Any and all claim limitations that were not expressly discussed above generally were not submitted to overcome any prior art, but to place the claims in better form or to improve their clarity.

In conclusion, it is believed that this application is in condition for allowance, and such allowance is respectfully requested. Any fees or charges due as a result of filing of the present paper may be charged against Deposit Account 04-0525.

Respectfully submitted

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